

CARDINAL HEALTH 200, INC.,)
)
Plaintiff,)
)
v.)
)
PAUL S. BROWN,)
)
Defendant.)

PAUL S. BROWN,)
)
 Defendant.)

This matter is before the Court on Plaintiff Cardinal Health 200, Inc.'s ("Cardinal Health") Verified Complaint filed on September 28, 2005. Plaintiff Cardinal Health and Defendant Paul S. Brown, by and through their attorneys, have conferred and consented to this Order of Permanent Injunction and Final Judgment, whereupon

Defendant Paul S. Brown is permanently and completely enjoined and restrained from engaging in any action set forth in paragraphs (A.) and (B.) below, and are required and compelled to perform those activities set forth in paragraph (C.) and (D.) below:

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The Parties agree and acknowledge that Brown will be assigned to a PSS territory as a sales manager during the Restricted Period and that this territory encompasses some of Brown's former territory as an employee of Cardinal Health. This restriction is not intended to prevent other PSS employees from contacting, soliciting or selling to the customers, sites or practices listed on Exhibit A to the Settlement Agreement, with the understanding that Brown shall have no involvement whatsoever, either direct or indirect. The Parties further agree and acknowledge that Brown may provide advice and assistance to the sales representative assigned and/or employed in his PSS territory, without violation of this Permanent Injunction and Final Judgment, provided that such advice and assistance does not (i.) relate to any potential or actual sale to any Customer; or (ii.) violate Paragraph (D.) below.

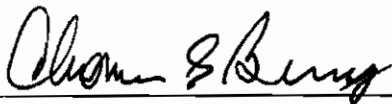
(B.) Brown shall not attempt to solicit, solicit, encourage, contact or recruit any current or future employee of Cardinal Health, at any time during the Restricted Period.

(C.) To the extent he has not otherwise done so, Brown shall herewith return to Cardinal Health the original, or any copies, downloads, or reproductions of all Cardinal Health documents, files or other property obtained by Brown at any time through the course of his employment with Cardinal Health.

(D.) Brown shall not reveal or utilize any confidential, proprietary and/or trade secret information, as defined by R.S. Mo. § 417.453(4) of Cardinal Health, including but not limited to, customer lists, vendor lists, pricing information, samples, lists of contacts, strategic and marketing plans, any technical, training, financial and marketing books, reports, manuals, and/or information in whatever form.

AGREED and APPROVED:

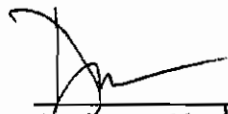
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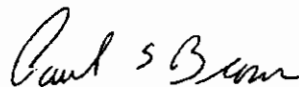
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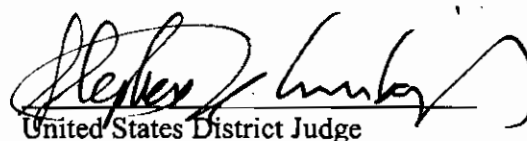
Attorneys For Paul S. Brown



Paul S. Brown

SO ORDERED:

Dated: 5/30/06


United States District Judge